

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark Alan, Human Resources Director 797-1020

SUBJECT: Resolution

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN ADMINISTRATOR TO APPROVE THE SELECTION AND ENTER INTO AN EMPLOYMENT AGREEMENT BETWEEN THE TOWN AND DONALD DIPETRILLO, APPOINTING MR. DIPETRILLO AS FIRE CHIEF; AND PROVIDING AN EFFECTIVE DATE.

REPORT IN BRIEF: To approve the selection and execute an employment agreement with Donald DiPetrillo as Fire Chief.

PREVIOUS ACTIONS: N/A

CONCURRENCES: N/A

FISCAL IMPACT:

Has request been budgeted? No

If yes, expected cost: \$

Account Name:

If no, amount needed: \$128,519 for remainder of FY 00-01

What account will funds be appropriated from:

Additional appropriation required

Additional Comments:

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution, Employment Agreement- Exhibit "A"

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN ADMINISTRATOR TO APPROVE THE SELECTION AND ENTER INTO AN EMPLOYMENT AGREEMENT BETWEEN THE TOWN AND DONALD DIPETRILLO, APPOINTING MR. DIPETRILLO AS FIRE CHIEF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 11 of the Charter of the Town of Davie, provides for the position of Fire Chief; and

WHEREAS, Davie has selected and negotiated with Donald DiPetrillo for the purposes of having Donald DiPetrillo serve the Town of Davie in the capacity of Fire Chief; and

WHEREAS, the parties have reached agreement with respect to terms of the appointment and wish to reduce the agreement to writing.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Administrator is hereby authorized to approve the selection and enter into an Employment Agreement, a copy of which is attached hereto as Exhibit "A".

SECTION 2. That Donald DiPetrillo is appointed to serve in the position as Fire Chief for the Town of Davie under the terms and conditions as set forth in Exhibit "A" attached hereto and made a part hereof.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2001.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2001.

FIRE CHIEF EMPLOYMENT AGREEMENT
Between
THE TOWN OF DAVIE and DONALD DiPETRILLO

Article 1. The appointment of Donald DiPetrillo, (hereafter referred to as "the employee,") as Fire Chief of the Town of Davie, Florida, (hereafter referred to as "the Town,") and the term of this Contract shall commence on March 5, 2001. Said appointment and the term thereof shall continue in full force and effect, and any amendment thereto must be mutually agreed upon in writing, signed by both parties, or until the retirement of the employee. This appointment and the provisions of this agreement shall have no definite fixed term and only may be terminated as set forth in Article 2.

Article 2. Termination of Agreement

Article 2.1 In the event of the unilateral termination of the employee by the Town, the Town agrees to pay six months of said employee's salary applicable at the time of his/her termination as severance pay. For the purpose of this agreement salary shall mean only the base salary which will include any previous annual step increases or cost of living increases, and will include the amount of any unpaid longevity pay and such prorated amount of payments due employee under section 16 of this agreement, earned prior to the termination of employment. There will be no lump sum severance payment. Payment of severance pay will be made in the following manner: A payment equivalent to two biweekly payments will be made within one week of the date of termination, followed by biweekly payments made throughout the remainder of the six month severance pay period following the date of termination of employment. The Town may terminate the employment of said employee without any requirement for severance pay only upon, employee's conviction for a felony, conviction of misdemeanor involving perjury or moral turpitude, or loss of his/her Florida Fire Fighters Certification. The Town also agrees to pay any and all unused, accrued vacation and sick pay up to applicable maximum accruals, and all other benefits to which employee shall be entitled within thirty days of termination.

Article 2.2 If this contract is terminated upon mutual agreement of the parties, the employee shall be entitled to payment of compensation equal to four months of said employee's salary applicable at the time of mutually agreed upon termination as severance pay. For the purpose of this agreement salary shall mean only the base salary which will include any previous annual step increases or cost of living increases, and will include the amount of any unpaid longevity pay and such prorated amount of payments due employee under section 16 of this agreement, earned prior to the termination of employment. There will be no lump sum severance payment. Payment of severance pay will be made in the following manner: A payment equivalent to two biweekly payments will be made within one week of the date of termination, followed by biweekly payments made throughout the remainder of the four month severance pay period following the date of termination of employment. The Town also agrees to pay any and all unused, accrued vacation and sick pay up to applicable maximum accruals, and all other benefits to which employee shall be entitled within thirty days of termination.

Exhibit "A"

Article 2.2.1 In the event this contract is terminated due to the employee's

resignation, the employee shall be entitled to his/her base salary and all other benefits through the date of resignation, payable on the date such salary and benefits are normally paid, with payment of all unused, accrued vacation and sick pay, up to applicable maximum accruals, to be made within thirty days from the date of such resignation. For the purpose of this agreement salary shall mean only the base salary which will include any previous annual step increases or cost of living increases, and will include the amount of any unpaid longevity pay and such prorated amount of payments due employee under section 16 of this agreement, earned prior to the termination of employment.

Article 2.2.2 In the event of the death of the employee, the employee's beneficiary(s), as expressed on the beneficiary designation form for the Town's life insurance indicated in Article 12, shall be entitled to payment of all compensation and benefits through the last day he/she performed services to or on behalf of the Town, payable on the date such salary and benefits are normally paid, with payment of all unused, accrued vacation and sick time up to applicable maximum accruals to be made within thirty days.

Article 2.3 In the event of his/her termination of employment, the Town agrees to pay the employee any additional paid time or compensation provided by the Town to other managerial employees upon termination of employment in the same manner in which such additional paid time or compensation is provided to other managerial employees upon termination of employment.

Article 2.4 Upon retirement the employee shall be reimbursed for all accrued unused sick and vacation time up to applicable maximum accruals.

Article 3. The Town agrees to reimburse the employee for tuition and books for job related academic course work at an accredited college or university for undergraduate and post-graduate degree work in the same manner in which such reimbursement is provided to other managerial employees. Reimbursement shall be provided upon successful completion of a course. No reimbursement will be provided for unsuccessful completion or failure to complete a course. Any grants or scholarships received by the employee will be credited towards the required reimbursements from the Town.

Article 4. The Town agrees to provide the time and funding for the employee and his/her management staff to attend job related seminars, conferences, and conventions subject to the approval of the Town Administrator. The Town agrees to budget and pay for, on an annual basis, subject to annual review and appropriation, such time and funding necessary for the employee to retain or receive certifications required for the performance of employment or desirable for continued professional participation and growth, for the good of the Town.

Article 5. The Town agrees to budget and pay for, on an annual basis, the professional dues and subscriptions of the employee, including International Association of Fire Chiefs (IAFC) and Florida Fire Chiefs' Association (FFCA) dues, necessary and desirable for continued professional participation and growth, for the good of the Town and subject to the Town Administrator's approval.

Article 6. The employee shall have use of a Town vehicle for business and private use, provided said private use is restricted to use within Palm Beach County,

Broward County, and Dade County. The Town Administrator may authorize private use of vehicle outside of the aforementioned counties upon written request by the employee. The Town shall be responsible for paying for liability, property damage, and comprehensive insurance and for the operation, maintenance and repair of the Town vehicle throughout the term of this agreement.

Article 7. The Town agrees to supply the employee with the electronic communication devices and services (pager, cell phone, and notebook computer) needed to perform the required tasks of the Fire Chief's job.

Article 8. The Town shall pay to the employee an initial annual base salary of NINETY-ONE THOUSAND, SIX HUNDRED AND THIRTY-SIX DOLLARS (\$91,636.00), payable in equal installments at the same intervals as the Town's management personnel are paid. This base salary will be adjusted according to the provisions of Article 9.

Article 9. The employee shall receive a five percent anniversary increase on each of the first three anniversary dates of his/her initial employment date. This increase shall be a percentage of the employee's base salary on the anniversary date. This adjustment can be increased or decreased by mutual consent. After the third anniversary date, additional increases will be considered annually thereafter. The employee shall also receive the same cost of living increase received annually by other managerial employees within the Town.

Article 10. The employee shall be enrolled in the same pension plan and shall enjoy all the same benefits of said pension plan as those provided by the Town to other managerial employees, except that the employee will 100% vest in all pension contributions on the date of the first anniversary of his/her employment with the Town. If the Town terminates employment, the Town shall pay the amount of the account balance not vested in the pension plan, grossed up to the employee's prior years effective tax rate.

Article 11. The employee shall be entitled to receive the same paid holidays and receive the same personal or bonus days received by any other managerial employee within the Town.

Article 12. The employee shall receive the same health, life, and disability insurance that other Department Directors receive.

Article 13. The employee shall receive the same number of vacation and sick leave hours and these leave hours will accrue at the same rate as those of other Department Directors. The same maximum accruals that apply to other Department Directors shall also apply to vacation and sick leave time accruals for the employee.

Article 14. The employee shall receive the longevity payment of six percent of base salary effective on the date of initial employment with the Town. The employee will receive additional longevity payments of at least six percent of base salary on each of the first three anniversary dates of his/her employment. The

employee will receive any longevity payments in excess of the six percent of base salary, which may be granted to other managerial employees during this three year period. After the third anniversary date, the employee will receive any longevity payments granted to other managerial employees. Longevity payments will be made on a biweekly basis. Longevity payment can be increased or decreased by mutual consent.

Article 15. The Town shall provide uniforms or a clothing allowance, to be utilized in performing the requirements of the Fire Chief position.

Article 16. The employee will receive the Paramedic State Certificate supplement indicated in Article 28, Section 1, Item 4, of the firefighters' collective bargaining agreement adopted May, 17, 2000. In the event that Article 28, Section 1, Item 4, of the firefighters' collective bargaining agreement adopted May, 17, 2000, is amended in a subsequent firefighters' collective bargaining agreement, the provisions of Article 16 of this agreement may be amended by mutual agreement of the Town and the employee.

Article 17. The workweek of the Fire Chief and his/her management staff shall be designed to meet the needs of the Town. The schedule shall be at the discretion of the Fire Chief. This workweek shall be a minimum of forty hours a week, and may require additional hours. The Fire Chief and his/her management staff will not receive overtime.

Article 18. In the event of a change in the benefits provided by the Town as noted by the terms "applicable maximum accruals", received by or provided to "other managerial employees" or "other Department Directors", as those terms are found in clauses throughout this agreement, the Town agrees to provide the employee with the same benefits as those provided to similarly situated employees, provided however, in no event shall such benefits be less than those received at the time of commencement of this agreement.

Article 19. Any civil action arising out of the Contract or the nonperformance or breach of any covenant contained in it shall be brought only in Broward County, Florida. The prevailing party shall be entitled to the award of its reasonable attorneys' fees and costs incurred in any such civil action, including any and all fees incurred in arbitration or appellate proceedings.

Article 20. The Town shall defend and hold harmless and indemnify the employee against all claims and actions (civil or criminal), including all attorneys' fees and costs that arise out of and in the course of the performance of his/her duties. The Town reserves the right to select, appoint, retain, or discharge legal counsel necessary to provide the defense.

Article 21. The Town or the employee's waiver of any breach of any term, condition, or covenant of this Contract shall not constitute the waiver of any other breach of the same or any other term, condition, or covenant of the Contract.

Article 22. This Contract shall be binding on and inure to benefit of the employee's heirs and personal representatives, and the Town regardless of changes in the persons holding office as members of the Town.

Article 23. Upon execution of this contract, the Town and the employee agree to be bound by this agreement and observe all provisions thereof, and may terminate

this agreement only pursuant to the provisions of Article 2 of this Agreement.

EXECUTED on the respective dates set forth below.

Dated:

Donald DiPetrillo

Town of Davie

By: _____
Thomas Willi,
Town Administrator

Dated: _____

By: _____
Harry Venis,
Mayor

Dated: _____